protected by the Ordinance and that, except for arrears of rent, ejectment proceedings could not be brought against him without the permission of the Rent Assessment Board. As has been said there is no question of the rent being in arrear at any material time, and the permission of the Board was not obtained.

The appeal, therefore, must fail and is dismissed with taxed costs to the respondent.

Appeal dismissed.

TOH WHYE TECK v. THE HAPPY WORLD LTD.

[A. C. J. (Whitton, J.) May 18, 1953]

[Singapore — District Court Appeal No. 28 of 1952]

Landlord and tenant — Control of Rent Ordinance, 1947, s. 14(1)(j) — Onus of proof as to payment of Municipal services — Evidence Ordinance (Chapter 13) ss. 104 and 107.

In this case the District Judge found in favour of the respondent for recovery of possession under section 14 (1)(j). On appeal, it is agreed, that the issue was "on whom does the burden lie to show what sums came within the section and what payments are saved by this provision relating to Municipal services."

Held: (1) it is sufficient for the respondent to establish prima facie that the rent received by the tenant exceeded in the aggregate 75% of the rent paid to himself; (2) since the respondent has established a prima facie case the rent paid to the tenant falls within the section, the burden shifts on to the appellant to show that he is covered by the provisions regarding payment of Municipal services; (3) to hold otherwise would be an unreasonable burden on the landlord.

[Editorial Note:— Section 14(1)(j) of the Control of Rent Ordinance, 1947, has been repealed and re-enacted as section 15(1)(g) of the Control of Rent Ordinance, 1953.]

DISTRICT COURT APPEAL.

Lee Kuan Yew for the appellant.

Chong Thutt Pitt for the respondent.

Whitton, J., delivering oral judgment said: — In this case the District Judge found in favour of the plaintiff-respondent on the ground that he has brought himself within the provisions of section 14(1)(j) of the Control of Rent Ordinance, 1947. This section is one of the provisions which constitute exceptions to the general restriction on right to possession of premises coming within the scope of this Ordinance. In effect section 14(1)(j) states that where a landlord has let the premises to a tenant and the tenant has sub-let the premises or part thereof and in respect of such subletting receives rents (excluding any Municipal services paid by the tenant) which exceed in the aggregate seventy-five per cent. of the rent paid by the tenant, an order may be made for the recovery of the premises. Now this case, it is agreed, depends upon the issue raised by the question of the payment of Municipal services paid by the tenant. In calculating the rents received from sub-tenants in relation to those he pays to the landlord, the tenant is entitled to exclude any Municipal services paid for by himself. The question then arises on whom does the burden lie to show what sums would come within the section; and what payments are served by this provision relating to Municipal services. Mr. Lee Kuan Yew has argued with great ability that some evidence at least should have been produced by the plaintiff as to the payments made for Municipal services. If that evidence was forthcoming he would concede that the burden is then shifted to the defence. This argument is not to be dismissed lightly, but on reflection I consider it is sufficient for the plaintiff, if, as in this case, he establishes *prima facie* that the rents received by the tenant exceeded in the aggregate 75% of the rent paid to himself.

I would express the view that it is not only a question of section 107 of the Evidence Ordinance which has application here, but I think section 104 also has application. It reads, "The burden of proof as to any particular fact lies on that person who wishes the Court to believe in its existence, unless it is provided by any law that the proof of that fact shall lie on any particular person."

To sum up my conclusions, it seems to me that the landlord fulfils his responsibility if he shows *prima facie* that the rent paid to the tenant falls within the section. If he does that, then I think the burden shifts to the defendant to show that he is covered by the provision regarding payment for Municipal services. To hold otherwise, it seems to me, would be an unreasonable burden on the landlord, quite apart from the provisions of the Evidence Ordinance on the matter.

The appeal is dismissed with costs.

Appeal dismissed.

P. V. P. L. MEENATCHI (w) v. LALL SINGH & ORS.

[O. C. J. (Whitton, J.) May 22, 1953]

[Singapore — Suit No. 300 of 1952]

Hindu Law — "Karta" or the Managing member of the Hindu Joint Family — Whether a woman can be a "Karta" — Hindu Code, s. 131 — Co-parcenary.

This was a Summons in Chamber to amend the Writ of Summons so that the plaintiff may sue in the capacity of "Karta". The matter was adjourned into Open Court for hearing.